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**SUPREME COURT OF APPEALS OF VIRGINIA.**

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**LYNCHBURG COTTON MILLS v. TRAVELERS' INS. CO.**

In the case of the Lynchburg Cotton Mill v. Travelers' Ins. Co., reported in the May number of the VIRGINIA LAW REGISTER, p. 18, a petition for rehearing is pending, based on the ground that the issue was necessarily the truth, not the sufficiency in law, or the defendant's rejoinder.

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**FRATERNITIES ACCIDENT ORDER v. ARMSTRONG.**

March 14, 1907.

[56 S. E. 565.]

**Insurance—Mutual Benefit Insurance—Statutory Provisions.**—Code 1904, § 3252, provides that in an action on an insurance policy no failure to perform any condition of the policy, nor violation of any restrictive provision thereof, shall be a valid defense, unless such condition or provision is printed in type as large as or larger than that commonly known as "long primer" type, or is written with pen and ink in or on the policy. Held, that the statute is not applicable to conditions in the by-laws of a mutual benefit society, which are by the terms of the certificate made a part of the contract.

Error to Law and Chancery Court of City of Norfolk.

Action by Sarah Armstrong against the Fraternities Accident Order. Judgment in favor of plaintiff, and defendant brings error. Reversed, and remanded for a new trial.

*Braxton & Williams*, for plaintiff in error.

*Wolcott & Wolcott*, for defendant in error.

BUCHANAN, J. Sarah Armstrong instituted her action of assumpsit against Fraternities Accident Order, a corporation chartered under the laws of the state of Pennsylvania, to recover a sum not exceeding \$5,000, which she claimed was due her on a certificate of membership issued to her husband, John D. Armstrong, deceased, as a member of the defendant order, for her benefit.

The certificate of membership, so far as it is material to the questions involved in this writ of error, is as follows: "This certificate of membership in the Fraternities Accident Order is issued to John D. Armstrong, of Norfolk, Va., upon condition that the statements and representations made by him in the ap-